

Panaji, 8th October, 2015 (Asvina 16, 1937)

SERIES II No. 28

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are six Extraordinary issues to the Official Gazette, Series II No. 27 dated 01-10-2015 as follows:-

- (1) *Extraordinary dated 01-10-2015 from pages 819 to 820 regarding Order from Department of Elections.*
- (2) *Extraordinary (No. 2) dated 01-10-2015 from pages 821 to 822 regarding Notification from Goa Legislature Secretariat.*
- (3) *Extraordinary (No. 3) dated 03-10-2015 from pages 823 to 824 regarding Notification & Order from Department of General Administration.*
- (4) *Extraordinary (No. 4) dated 05-10-2015 from pages 825 to 826 regarding Notification from Department of General Administration.*
- (5) *Extraordinary (No. 5) dated 06-10-2015 from pages 827 to 830 regarding Notifications & Order from Department of Elections and Department of Finance.*
- (6) *Extraordinary (No. 6) dated 07-10-2015 from pages 831 to 834 regarding Orders from Department of Elections.*

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 8/73/2015-16/D.Agr/139

Government is pleased to transfer Shri Yadvendra N. Dessai, Dy. Director of Agriculture (Watershed) and post him against the vacant post of District Agriculture Officer, North, Tonca-Caranzalem.

Shri Y. N. Dessai shall hold additional charge of Dy. Director of Agriculture (Watershed), in addition to his duty of District Agriculture Officer, North.

Shri Y. N. Dessai shall draw his pay and allowances against the post of District Agriculture

Officer, North and stands relieved as Dy. Director of Agriculture (Watershed) on 4th September, 2015 (a. n.).

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 4th September, 2015.

Order

No. 8/121/2015-16/Dep-ATMA/D. Agri/149

Ref.: Order No. 1/21/307/2015-D. Agri/999 dated 28-08-2015.

Consequent upon establishment of Office of State Agriculture Management and Extension Training Institute (SAMETI) Goa and upon approval of the Governing Body of SAMETI-Goa, Government is pleased to order Director of Agriculture, Government of Goa to hold additional charge of SAMETI-Goa with immediate effect.

This is issued with the concurrence of the Government vide U. O. No. 1001/F dated 04-09-2015.

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 10th September, 2015.

Corrigendum

No. 1/21/307/2015-D.Agr/1030

Read: Order No. 1/21/307/2015-D. Agri/999 dated 28-08-2015.

The name of offices at Sr. No. 3 at Col. 2 in the above referred order shall read as "Agriculture Technology Management Agency (ATMA) (South)"

instead of "Agriculture Technology Manager Agency (ATMA) (South)".

By order and in the name of the Governor of Goa.

Ulhas B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 2nd September, 2015.

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Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

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Notification

No. 5-11-2012/ARQZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Tulshidevi Self Help Group Co-op. Society Ltd., Madlawada, Morpiria, Quepem-Goa" is registered under code symbol No. GEN-(C)-11/Quepem-Goa/2012.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 20th January, 2012.

Certificate of Registration

"The Tulshidevi Self Help Group Co-op. Society Ltd., Madlawada, Morpiria, Quepem-Goa" has been registered on 20-01-2012 and it bears registration code symbol No. GEN-(C)-11/Quepem-Goa/2012 and it is classified as "General Society" under sub-classification No. 12-(C)-other society in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 20th January, 2012.

Notification

No. 5-12-2012/ARQZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Bhumi Purush Sakhi Self Help Group Co-op. Society Ltd., Balli, Khaddem, Quepem-Goa" is registered under code symbol No. GEN-(C)-12/Quepem-Goa/2012.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 23rd January, 2012.

Certificate of Registration

"Bhumi Purush Sakhi Self Help Group Co-op. Society Ltd. Balli, Khaddem, Quepem-Goa" has been registered on 23-01-2012 and it bears registration code symbol No. GEN-(C)-12/Quepem-Goa/2012 and it is classified as "General Society" under sub-classification No. 12-(C)-other society in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 23rd January, 2012.

Notification

No. 5-13-2012/ARQZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Dattatray Self Help Group Co-op. Society Ltd., Xelvona, Quepem-Goa" is registered under code symbol No. GEN-(C)-13/Quepem-Goa/2012.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 27th January, 2012.

Certificate of Registration

"Dattatray Self Help Group Co-op. Society Ltd., Xelvona, Quepem-Goa" has been registered on 27-01-2012 and it bears registration code symbol No. GEN-(C)-13/Quepem-Goa/2012 and it is classified as "General Society" under sub-classification No. 12-(C)-other society in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 27th January, 2012.

Notification

No. 5-14-2012/ARQZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Shree Saptkoteswar Self Help Group Co-op. Society Ltd., Kumbharwada, Shirvoi, Quepem-Goa" is registered under code symbol No. GEN-(C)-14/Quepem-Goa/2012.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 27th January, 2012.

Certificate of Registration

“Shree Saptkoteshwar Self Help Group Co-op. Society Ltd., Kumbharwada, Shirvoi, Quepem-Goa” has been registered on 27-01-2012 and it bears registration code symbol No. GEN-(C)-14/Quepem-Goa/2012 and it is classified as “General Society” under sub-classification No. 12-(C)-other society in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 27th January, 2012.

Notification

No. 5-15-2012/ARQZ/GEN

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “Shri Vakratund Self Help Group Co-op. Society Ltd., Ambeudak, Savordem-Goa” is registered under code symbol No. GEN-(C)-15/Quepem-Goa/2012.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 1st February, 2012.

Certificate of Registration

“Shri Vakratund Self Help Group Co-op. Society Ltd., Ambeudak, Savordem-Goa” has been registered on 01-02-2012 and it bears registration code symbol No. GEN-(C)-15/Quepem-Goa/2012 and it is classified as “General Society” under sub-classification No. 12-(C)-other society in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (U. P. Gaunker), Asstt. Registrar of Co-op. Societies (Quepem Zone).

Quepem, 1st February, 2012.

Notification

No. ARCS/CZ/HSG/829/ADM/15

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, the “Vaastu Hermitage Block, “B” Co-op. Housing Maintenance Society Ltd., Chinchawada, Chimbhel-Ilhas” has been registered under code symbol No. ARCS/CZ/HSG/742/7(d)/Goa.

Sd/- (P. A. Parab), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 27th August, 2015.

Certificate of Registration

“Vaastu Hermitage Block, “B” Co-op. Housing Maintenance Society Ltd. Chinchawada, Chimbhel, Ilhas-Goa” 27-08-2015 and it bears registration No. ARCS/CZ/HSG/742/(d)/Goa and it is classified as “Housing Society” under sub-classification No. 7(d), as “Co-operative Housing Maintenance Society,” in terms of Rule 8(1), of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. A. Parab), Asstt. Registrar of Co-op. Societies (Central Zone).

Panaji, 27th August, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Serenity Co-op. Housing Society Ltd., Aradi, Socorro, Bardez-Goa has been registered under code symbol No. HSG-(b)-353/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 7th August, 2015.

Certificate of Registration

Serenity Co-op. Housing Society Ltd., Aradi, Socorro, Bardez-Goa has been registered on 07-08-2015 and it bears registration code symbol No. HSG-(b)-353/NZ/Goa. It is classified as “Housing Society” in terms of Rule 8(1)(7) and sub-classified as “Co-partnership Housing Society” under sub-rule 7 (b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 7th August, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, “The Goa Mahila Multipurpose Co-op. Society Ltd., Jewel Point, Feira Baixa, Mapusa, Bardez-Goa” has been registered under code symbol No. RES-(C)-29/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th August, 2015.

Certificate of Registration

"The Goa Mahila Multipurpose Co-op. Society Ltd., Jewel Point, Feira Baixa, Mapusa, Bardez-Goa" has been registered on 11-08-2015 and it bears registration code symbol No. RES-(C)-29/NZ/Goa. It is classified as "Resource Society" in terms of Rule 8(1)(10) and sub-classified as "Service Resource Society" under sub-rule 10 (c) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th August, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, Aqua-Deux Complex Owner's Co-op. Housing Maintenance Society Ltd., Nerul Bardez-Goa has been registered under code symbol No. GEN-78/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th August, 2015.

Certificate of Registration

Aqua-Deux Complex Owner's Co-op. Housing Maintenance Society Ltd., Nerul, Bardez-Goa has been registered on 11-08-2015 and it bears registration code symbol No. GEN-78/NZ/Goa. It is classified as "Housing Maintenance Society" in terms of Rule 8(1)(7) and sub-classified as "Co-operative Housing Maintenance Society" under sub-rule 7 (d) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 11th August, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, The Anand Residency Complex Co-op. Housing Society Ltd., Near Greenland Hotel, Madel, Tivim, Bardez-Goa, has been registered under code symbol No. HSG-(b)-354/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 12th August, 2015.

Certificate of Registration

The Anand Residency Complex Co-op. Housing Society Ltd., Near Greenland Hotel, Madel, Tivim, Bardez-Goa, has been registered on 12-08-2015 and it bears registration code symbol No. HSG-(b)-354/NZ/Goa. It is classified as "Housing Society" in terms of Rule 8(1)(7) and sub-classified as "Co-partnership Housing Society" under sub-rule 7 (b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 12th August, 2015.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-operative Societies Act, 2001, the Almeida Symphony Co-op. Housing Society Ltd., Survey No. 457/6, Madel, Thivim, Mapusa, Bardez-Goa, has been registered under code symbol No. HSG-(b)-355/NZ/Goa.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 26th August, 2015.

Certificate of Registration

The Almeida Symphony Co-op. Housing Society Ltd., Survey No. 457/6, Madel, Thivim, Mapusa, Bardez-Goa, has been registered on 26-08-2015 and it bears registration code symbol No. HSG-(b)-355/NZ/Goa. It is classified as "Housing Society" in terms of Rule 8(1)(7) and sub-classified as "Co-partnership Housing Society" under sub-rule 7 (b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

Sd/- (Uday V. Vaidya), Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 26th August, 2015.

Department of Education, Art & Culture

Directorate of Education

Order

No. 1(2)-10-2003/SE/976

Government is pleased to transfer the below mentioned Group "A", Gazetted Officers under the Directorate of Education on administrative grounds and post them in the place shown against their names, with immediate effect.

Sr. No.	Name of the Officer/ /Designation & place where presently working	Place of transfer
1	2	3
1.	Shri Santosh S. Amonkar, Dy. Director of Education, North Educational Zone, Mapusa	Principal, DIET, Porvorim, thereby relieving Shri Nagaraj Honnekeri, Dy. Director of Education from the additional charge.
2.	Shri S. D. Jangam, Asstt. Director of Education, South Educational Zone, Margao	Secretary, Goa Board of Sec. & Higher Sec. Education, Porvorim.
3.	Shri Bhagirath Shetye, Secretary, Goa Board of Sec. & Higher Sec. Education, Porvorim	Asstt. Director of Education, North Educational Zone, Mapusa. He shall hold the charge of the post of Dy. Director of Education, NEZ, Mapusa, in addition to his own duties, until further orders.
4.	Ms. Maria Rose Grace D'Souza, Asstt. Director of Education (Admn-III), Directorate of Education, Porvorim	Asstt. Director of Education, South Educational Zone, Margao. She shall hold the charge of the post of Dy. Director of Education, SEZ, Margao, in addition to her own duties, until further orders, thereby relieving Shri S. D. Jangam from the additional charge.

Shri S. D. Jangam, Asstt. Director of Education at Sr. No. 2 is on deputation and shall be governed by the standard terms and conditions of transfer on deputation as contained in Personnel Department's O. M. No. 13/4/74-PER dated 20-11-2013 and as amended from time to time.

Shri S. K. Talkar, Asstt. Director of Education, Academic Section, Directorate of Education, Porvorim shall hold the charge of the post of Asstt. Director of Education, Administration-III Section, Directorate of Education, Porvorim, in addition to his own duties, with immediate effect, until further orders.

Ms. Maria Rose Grace D'Souza, Asstt. Director of Education shall draw her pay and allowances against the vacant post of Dy. Director of Education, South Educational Zone, Margao, until further orders.

TA/DA shall be admissible as per the rules.

The above Officers shall join their new place of posting immediately on receipt of this order. The date of joining and relieving should be communicated to this office.

By order and in the name of the Governor of Goa.

Gajanan P. Bhat, Director & ex officio Jt. Secretary (Education).

Porvorim, 10th September, 2015.

Addendum

No. 1-(2)-10-2003/SE/967

Ref.: Order No. 1(1)-3-2013/SE/365 dated 04-07-2013.

The following shall be added before the last para of the above cited Order:—

The posting of Ms. Carmel D'Souza, Headmistress, G. H. S., Nadora, Revora as Asstt. Secretary, Goa Board is on transfer on deputation "and shall be governed by the standard terms and conditions of transfer on deputation as contained in Personnel Department's Office Memorandum No. 13/4/74-PER dated 20-11-2013 and as amended from time to time".

By order and in the name of the Governor of Goa.

Gajanan P. Bhat, Director (Education).

Porvorim, 31st August, 2015.

Department of Finance

Revenue & Control Division

Notification

No. 4/5/2005-Fin(R&C)(124)

In exercise of the powers conferred by sub-section (1) of Section 13 of the Goa Value Added

Tax Act, 2005 (Goa Act 9 of 2005) (hereinafter referred to as the “said Act”), the Government of Goa hereby appoints Shri Dipak M. Bandekar, as the Commissioner, for carrying out the purposes of the said Act, with effect from the date of taking over the charge of the said post.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary, Finance (R&C).

Porvorim, 30th September, 2015.

Notification

No. 4/5/2005-Fin(R&C)(125)

In exercise of the powers conferred by sub-section (2) of Section 13 of the Goa Value Added Tax Act, 2005 (Goa Act 9 of 2005) (hereinafter referred to as the “said Act”), the Government of Goa hereby appoints Shri Rajan K. Satardekar, as the Additional Commissioner, for carrying out the purposes of the said Act, with effect from the date of taking over the charge of the said post.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary, Finance (R&C).

Porvorim, 30th September, 2015.

Notification

No. 4/5/2005-Fin(R&C)(126)

In exercise of the powers conferred by sub-section (2) of Section 13 of the Goa Value Added Tax Act, 2005 (Goa Act 9 of 2005) (hereinafter referred to as the “said Act”), the Government of Goa hereby appoints the persons mentioned in column (2) of the Schedule hereto (hereinafter referred to as the “said Schedule”) and gives them the designations as specified in the corresponding entries in column (3) of the said Schedule, for carrying out the purposes of the said Act, with effect from the date of their joining the respective posts as indicated in column (4) of the said Schedule, against their names.

SCHEDULE

Sr. No.	Name of the Official	Designation	Date of joining the post
1	2	3	4
1.	Shri Subhash Gurav	Assistant Commercial Tax Officer	02-04-2015.

1	2	3	4
2.	Shri Atish Mandrekar	Assistant Commercial Tax Officer	02-04-2015.
3.	Smt. Vandana S. Ghaisas	Assistant Commercial Tax Officer	02-04-2015.
4.	Shri Amey P. Naik	Assistant Commercial Tax Officer	02-04-2015.
5.	Smt. Sandhya Kamat	Assistant Commercial Tax Officer	02-04-2015.
6.	Shri Deepak Kerkar	Assistant Commercial Tax Officer	02-04-2015.
7.	Smt. Beena Shirodkar	Assistant Commercial Tax Officer	02-04-2015.
8.	Shri Jose Menino Fernandes	Assistant Commercial Tax Officer	02-04-2015.
9.	Smt. Ashwini D. Burye	Assistant Commercial Tax Officer	02-04-2015.
10.	Smt. Kirti A. Mandrekar	Assistant Commercial Tax Officer	02-04-2015.
11.	Smt. Alisha N. Vagle	Commercial Tax Inspector	09-04-2015.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary, Finance (R&C).

Porvorim, 30th September, 2015.



Goa Legislature Secretariat

Notification

No. LA/MAINT/1565/2015

In exercise of the powers vested in me by Rule 269 of the “Rules of Procedure and Conduct of Business of Goa Legislative Assembly” I declare that Shri Laxmikant Parsekar, Hon’ble Chief Minister, Government of Goa has laid the following documents on the Table of the House on the 14th August, 2015.

4. The Report of the Comptroller and Auditor General of India on the State Finance for the year ended the 31st March, 2014.
5. The Report of the Comptroller and Auditor General of India for the year ended the 31st March, 2014.

6. Epitome of the Auditor Reports for the year ended the 31st March, 2014.

Assembly Hall, *N. B. Subhedar*
Porvorim-Goa, for Secretary, Legislature
30th September, 2015.

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Department of Labour

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Notification

No. 28/1/2015-Lab/Part-I/810

The following Award passed by the Labour Court-II at Panaji-Goa on 15-06-2015 in reference No. IT/58/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 25th August, 2015.

THE LABOUR COURT II

GOVERNMENT OF GOA

AT PANAJI

(Before **Shri Suresh N. Narulkar, Presiding Officer**)

Case No. Ref. IT/58/07

Workmen represented by
Gomantak Mazdoor Sangh,
Shetye Sankul,
Tisk, Ponda-Goa Workman/Party I
V/s

1. Shree Security Service,
C/o Madhur Velinkar,
Mardol-Goa Employer/Party II (1)
2. M/s. Essel Propack Ltd.,
Plot No. 113-114,
Industrial Estate,
Kundaim-Goa Employer/Party II (2)

Workmen/Party I represented by Shri P. Gaonkar.
Party II (1) represented by Adv. Shri P. J. Kamat.
Party II (2) represented by Adv. Shri M. S. Bhandodkar.

Panaji dated: 15-06-2015.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the

Government of Goa, by Order dated 29-09-2006, bearing No. 28/10/2006-LAB/719 referred the following dispute for adjudication to the Labour Court II of Goa.

1. "Whether the termination of services/refusal of employment to the following 45 workmen employed by the contractor M/s. Shree Security Services who has been engaged by the management of M/s. Essel Propack Limited, Industrial Estate, Kundaim, Goa, with effect from 3-7-2005 is legal and justified?"

Sr. No.	Name	Sr. No.	Name
1.	Rajendra Kankonkar.	2.	Gajanaj Naik.
3.	Dasharath Naik.	4.	Shailesh Verekar.
5.	Rajani Naik.	6.	Rajesh Amonkar.
7.	Ganshyam Gawde.	8.	Tatu Gawde.
9.	Deepak Naik.	10.	Maruti Gurav.
11.	Damu Kundaiker.	12.	Narayan Kundaiker.
13.	Purshottam Naik.	14.	Vishwas Dessai.
15.	Tanuja Naik.	16.	Devidas Gawde.
17.	Vidyadar Fadte.	18.	Pradeep Pedwalkar
19.	Pandurang Gawde.	20.	Mahesh Naik
21.	Abhijit Kubade.	22.	Dayanand Jalmi.
23.	Pradeep Mopkar	24.	Deliesh Sankvalikar.
25.	Umesh Kalangutkar.	26.	Satyabal Palkar.
27.	Shankar Naik.	28.	Prakash Gawde.
29.	Devendra Jalmi.	30.	Praveen Gawde.
31.	Rajaram Motor.	32.	R. K. Nayak.
33.	Vikas Morbale.	34.	Sarfraj Ansari.
35.	Sanjay Naik.	36.	Gajanan Naik.
37.	Dhires.	38.	Gurudas.
39.	Premraj Albera.	40.	Siddhesh Naik.
41.	Sushant.	42.	Praveen.
43.	Pandurang Jalmi.	44.	Madan.
45.	Daya Gawde.		

2. If not, what relief the workman is entitled to?"

2. On receipt of the reference, a case was registered under No. IT/58/07 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Party-I/Workmen (for short 'Union'), filed its Statement of Claim on 29-10-2007 at **Exhibit-4**. The facts of the case, in brief as pleaded by the Union are that the Employer/Party II (2) (for short, 'Employer') has its factory at Kundaim Industrial Estate, Kundaim Goa and manufacturing various drugs for local and export. The Union stated that all the workers named in the order of reference were employed by the Employer to carry out their permanent nature of work in production,

maintenance, packing, store etc. in the factory. The Union stated that all the workers in the order of reference were independently working in shifts on permanent post. The Union stated that as the Employer did not regularize the services of all the workers in the reference, all of them have resolved to join them in the year 2003 and accordingly joined its union. The union stated that immediately after joining the union, its General Secretary informed the said fact to the management, vide its letter dated 19-06-2003. The union stated that its General Secretary also submitted a charter of demands on 19-06-2003. The union stated that upon receipt of the aforesaid letters, the management started harassing its local committee members as well as its active workers. The union stated that on assurance from the Employer that if they resign from the union, they would be made permanent and would also be given wage rise, all the workers had withdrawn from its membership. The union stated that the Employer has however, failed to keep its promise given to these workers in the year 2003 and started changing their service condition. The union stated that as the Employer failed to honour the understanding of regularizing their services, almost all the workers have again approached them for renewal of their membership. The Union stated that vide their demand letter dated 10-06-2005, it has demanded on behalf of all the workmen that they shall be extended all the benefits enjoyed by the other workers performing the same work in shifts. The union stated that immediately upon receipt of the aforesaid letter, the Employer refused employment to all 45 workmen with effect from 03-07-2005. The union stated that workers at Sr. Nos. 6 to 14, Sr. Nos. 16 to 32, 36 and 42 were designated as 'Checker', the workers at Sr. Nos. 3 and 4 were working as 'Utility Operator', workers at Sr. No. 15 was working as 'House Keeping' and the workers at Sr. Nos. 33 to 35, Sr. Nos. 37 to 41 and Sr. Nos. 43 to 45 were working as 'Packer'. The union stated that M/s. Shree Security Services (for short 'Contractor') is camouflage Contractor, used as dummy to deprive the regularization to these workers, who were working since 1997 onwards. The union stated that there is no Contractor appointed to carry out the work, which were performing by all the workers named in the order of reference and that the so called Contractor was sham and nominal, rather a camouflage, only to deprive them the benefit of permanency. The union submitted that there exist a relation of master and servant, the work was allotted and supervised by the Employer and the revision of wages were done by the Employer. The

union stated that initially the workers were paid directly by the Employer. The union stated that however in the year 2002, they were told that for all other purposes, they will be the employees of the Employer, but they will be paid through one of the Contractors and even if the Contractor changes, their services will be continued. The union stated that during the period from 2000 to 2005, several times, the names of the Contractor have been changed, but they continued to be in employment of the Employer doing the same work. The union stated that the revision of daily wages and other benefits were discussed and finalized by the Employer and not by the Contractor.

3. The union submitted that the relationship between all the persons named in the present order of reference and the Employer was that of employer-employee for all the purposes, but only the wages were distributed on the name of so called Contractor. The union submitted that none of the workers were performing the work of security, but they were paid by the Employer through the Contractor. The union submitted that the officials of the Employer were having the control of work allocation, supervision and other overall control on the workers in the reference. The union submitted that the machine and the place of work belonged to the Employer and all the workers in the reference were working for the Employer and not for the Contractor. The union submitted that all the workers in the reference were in continuous service and were working on the machines owned and operated by the Employer. The union submitted that all the workers in the reference were refused employment w.e.f. 03-07-2005 as they joined the union and only to victimize them.

4. The union submitted that new workers are employed in their place of work. The union submitted that at the time of refusal of employment to them, neither they were offered nor paid any legal dues or retrenchment compensation. The union submitted that before refusal of employment/termination of service, no enquiry were conducted and as such the principles of natural justice were not followed. The union submitted that before termination/refusal of employment, the Employer has not obtained any permission from the Appropriate Government as the Employer was engaging more than 125 workers per day during the preceding 12 months of July, 2005. The union, finally submitted that the Employer has not complied with the provisions of the Industrial Disputes Act, 1947 and hence their

termination/refusal of employment is illegal, unjustified and bad-in-law. The union submitted that the workers in the reference are unemployed and they could not succeed in securing any employment. The union therefore prayed that the termination/refusal of employment of all the workers in the reference be declared as illegal, improper and unjustified and direct the Employer to reinstate all the workers in the reference with full back wages and continuity in service.

5. The Contractor, objected to the aforesaid claim of the union by filing his written statement on 10-03-2008 at Exb.12. The Contractor, by way of preliminary objection submitted that the order of reference itself is bad-in-law and not maintainable as it is correctly mentioned the names in the order of reference are employees of the Contractor and that at no stage, during the relevant period in question was either employment refused to them or their services have been terminated as falsely alleged. He submitted that he had only deployed them to different places due to business exigencies. He submitted that he is in the business of providing certain services to various factories and establishments, by using his own manpower. He submitted that he was having one of such contract with the Employer having its establishment at Kundaim Industrial Estate, Kundaim-Goa. He submitted that he entered into a valid agreement between himself and the Employer Company for a specific period to provide certain services to the Employer. He submitted that in order to comply with the job contracts, he engaged his own workers and they have been deployed at the respective places, where he is having his contracts. He submitted that these workers have been appointed/engaged by him and he has full control and supervision over these workers. He submitted that he assigns works to these workers and gets it done under his supervision and control. He submitted that the workers have been paid their salaries/wages and other perquisites by him and they were directly connected with him. He submitted that there exist an employer-employee relationship between all the workers in the reference and him. He submitted that he has his independent ESI as well PF code number allotted by the respective authorities. He stated that he paid ESI and PF contributions on behalf of the workers under reference to the respective authorities. He stated that he used to raise the monthly bills on the Employer, based on the job work completed by him and the said bills are in no way linked to the payment of wages and/or other benefits either paid

to the workers under reference and/or to which they are entitled from him. He stated that depending upon the requirement and business exigencies, he used to engage and/or deploy the services of their workers from one establishment to another establishment and such activities is part and parcel of the activities of his firm. He stated that as per the said contract, he had deployed around 56 workers at the site of the Employer. He stated that all the workmen employed by him and deployed for work at the factory of the Employer are his workers. He stated that the workers were under his supervision and control and they were paid salary by him. He submitted that the workers under reference were engaged by him and they do not have any employer-employee relationship with the Employer Company. He stated that since there were some exigencies of work in other establishments, where he was also providing manpower and requiring additional workers to be deployed there, he, by his letter dated 25-05-2005 had informed the Employer that he is withdrawing around 40 of his workers, who were deployed with them, so that the said workers could be deployed at the other establishments. He stated that he had accordingly informed to those workers orally, but the workers refused to join at their new place of posting. He stated that he therefore issued letters by registered post A.D. as well as under certificate of posting to the said workers, informing them of the establishments, where they were deployed. He stated that the said workers however, did not accept the said letters. He stated that he received a letter dated 21-06-2005 from the Employer Company, enclosing a copy of the letters dated 01-06-2005 and 10-6-2005 received from the union stating that the Employer received the above letters from the union. He stated that by his letter dated 23-06-2005, he informed the Employer Company that the said workers are his employees, who were deployed at the factory of the Employer and that he is paying their wages/salaries and as such the said workers cannot demand any benefits from the Employer Company.

6. The Contractor submitted that the workers, who were deployed at the other establishment, did not report at the new place of posting and continued to gather at the main gate of the Employer Company, thereby disturbing the smooth functioning of the Employer Company. He submitted that he received a notice dated 05-07-2005 from the Asstt. Labour Commissioner, Ponda, enclosing a copy of the letter dated 04-07-2005 of the union. He stated that he was

asked to offer his comments and also to attend the discussion in his office. He stated that vide his letter dated 20-7-2005, he submitted his reply to the letter dated 04-07-2005 stating the correct facts of the case. He submitted that at no point of time, his firm has refused employment to any of those workers nor it has terminated the services to any of the workers named in reference. He submitted that he had deployed at different sites, the services of Mr. Narayan Kavlekar, Mr. Dilesh Sakhalkar, Mr. Sayed Ansari, Mr. Siddhesh Gaude, Mr. Sushant Naik and Mr. Praveen Yatrekar. He submitted that he has neither terminated nor even transferred the services of Ms. Rajani Naik, Ms. Tanuja Naik, Mr. Vikas Morbale, Mr. Sanjay Naik, Mr. Gajanan Naik, Mr. Dhiresh, Mr. Gurudas, Mr. Premraj Albera, Mr. Pandurang Jalmi, Mr. Madan and Mr. Daya Gawde, however the Government has wrongly included their names in the order of reference alleging that their services have been terminated by him. He denied overall case as pleaded by the union and prayed for dismissal of the present reference.

7. The Employer also objected to the aforesaid claim of the union by filing his written statement on 10-03-2008 at Exb. 13. The Employer, by way of preliminary objection submitted that the entire reference is illegal, unjustified and bad-in-law as at no point of time, it has appointed any persons whose names are mentioned in the order of reference and the said persons concerned in the reference are not their workers. The Employer submitted that there does not exist any employer-employee relationship between those persons and them. The Employer submitted that it has engaged some Contractors for providing certain services and it seems that those workers might have been engaged by one of such Contractor. The Employer submitted that if there is any dispute, the said dispute should be between those persons and the said Contractor and it should not have been dragged as a Party to the present reference. The Employer submitted that since it has not engaged any person concerned in reference, the question of termination of services and/or refusal of employment to those 45 persons by them, does not arise. The Employer submitted that the entire dispute raised by the union against them does not amount to a dispute, much less an industrial dispute. The Employer submitted that the Government has erred in referring the termination of services and/or refusal of employment in order of reference because both terminology have different meaning and interpretation under the Industrial Disputes Act, 1947.

8. The Employer stated that it has a factory at Kundaim Industrial Estate, Kundaim, Goa and engages the services of various licensed Contractors for specific purposes and specific period for maintenance, cleaning, house-keeping, packing, waste material services etc. and depending upon the requirements. The Employer stated that for such contractual work, it entered into valid agreement with such Contractors from time to time. The Employer stated that it has received three letters from the union, one stating that its workers have joined their union, in another letter it was mentioned about the names of newly elected committee members and in third letter, the said union submitted a charter of demands. The Employer stated that on receipt of the aforesaid three letters, it has verified its records and it has observed that none of the names mentioned in their list were their employees and they were never employed by them. The Employer stated that vide its letter dated 19-07-2003, it has informed the ALC, Ponda that the union has wrongly addressed the aforesaid letters to them as the names mentioned in the said letters are not their employees and therefore the union has no locus standi to write any letter to them. The Employer stated that they have further informed that the names referred in the said letters of the union might be in the employment with the Contractors, who have undertaken certain assignments of providing specialized services to them.

9. The Employer stated that as a normal practice, it has entered into one of such agreement dated 25-05-2005 with the said Contractor. The Employer stated that as per the said agreement with the Contractor, he has undertaken to provide the services for cleaning, house-keeping as well as handling of waste material. The Employer stated that the said contract was for one year commencing from 01-04-2005. The Employer stated that the Contractor used to raise a monthly bill of Rs. 1,75,000/- for providing services. The Employer stated that it was further agreed that the Contractor shall engage his own labours/supervisors on such terms and conditions as he may deem fit and proper and supervise the work and will comply with all the statutory provisions and various obligations including the obligations under the labour laws, ESI Act, P.F. Act etc., and complied with other requirements and indemnify them from any liability arising out of the said contract. The Employer stated that as per the said contract, the Contractor started rendering services to them and for that purpose the Contractor deployed his persons as and when required

depending upon the exigencies. The Employer stated that these persons were always working under the control and supervision of the Contractor and the work was allotted to them by the Contractor. The Employer stated that their salaries/ /wages and other benefits including ESI and PF contribution were paid by the Contractor as the said acts are also applicable to him. The Employer stated that they were not having any control or supervision on those persons and he in no way was liable or responsible for those persons, who were directly engaged by the Contractor. The Employer stated that as per the information given by the Contractor, besides them, the Contractor was also providing the various services to different companies/organizations. The Employer stated that the Contractor, vide his letter dated 25-05-2005 informed them that due to business exigencies w.e.f. 03-07-2005, he is withdrawing around 40 persons, who were deployed at their site, to deploy them to other establishments and that as such they will not work in its establishment w.e.f. 03-07-2005.

10. The Employer stated that they received another letter from the union dated 10-6-2005 alleging that the workers signed in the enclosed list are working with them and that they have renewed their membership and therefore kindly extend all the benefits enjoyed by other workers. The Employer stated that after verifying its records, it was observed that the names mentioned in the said list were not their employees. The Employer stated that they therefore, by its letter dated 21-06-2005, informed the Contractors, who were providing certain services to them about the said letter of the union. The Employer stated that the Contractors namely, M/s. Shree Enterprises and M/s. Sateri Security and Allied Services informed them that none of the persons mentioned in the list by the union are the employees of those Contractors. The Employer stated that they received a letter dated 23-06-2005 from the Contractor stating that the persons mentioned in the said list are/were employed by him at their site as per the agreement entered into, for providing certain services and that he is/was paying them salary/wage as per law and that they were working under his supervision and control. The Employer stated that thereafter they, vide their letter dated 28-06-2005 informed the union that none of the persons mentioned by it in the list are their employees and there is no employer-employee relationship between these persons and them and that they are not supervised and/or controlled by them.

11. The Employer stated that they received a letter dated 05-07-2005 from the Asst. Labour Commissioner, Ponda-Goa, enclosing a copy of letter dated 04-07-2005 addressed to the ALC, Ponda by the union alleging that they have refused the employment/terminate their services of 45 employees who were engaged through the Contractor. The Employer stated that the ALC, Ponda asked them to offer the comments on the said letter and also requested to attend the discussions in his office on 08-07-2005. The Employer stated that they also received a letter dated 05-07-2005 in reply to their letter dated 28-06-2005, making false and baseless allegations and further alleging that those persons were working with the company and that since those persons have joined their union, their services have been terminated and further requested the company to reinstate those workers. The Employer stated that by its letter dated 19-07-2005, in response to the letter of the union dated 05-07-2005, reiterated and confirmed the contents of its letter dated 28-06-2005 and further submitted that since these persons are employees of the Contractor and the Contractor who himself has not terminated the services of his employees and in fact providing the services. The Employer stated that since there is no employer-employee relationship with them of these workers, the question of these workers getting permanency with them does not arise. The Employer stated that by its letter dated 20-7-2005 in reply to the notice dated 05-07-2005 of the Asstt. Labour Commissioner informed him the correct factual position and how the allegations made by the union against them are false and baseless. The Employer stated that inspite of having full knowledge of the facts and circumstances of the cases, the union sent another letter dated 25-07-2005 to them making false, baseless and mischievous allegations against them. The Employer stated that by its letter dated 03-08-2005 denied all the allegations made in the said letter dated 25-07-2005 and further reiterated and confirmed the contents of its letter dated 19-07-2005. The Employer therefore prayed that they may be discharged and excluded from any liabilities of whatsoever nature arising out of present reference or any relief if this Hon'ble Tribunal ought to have grant arising out of present reference. The Employer denied the overall case of the union as pleaded in its claim statement and prayed for dismissal of the present reference.

12. Thereafter the union filed its rejoinders on 24-04-2008, which are at Exb.14 and Exb.15

respectively. The union, by way of its Re-joinders confirms and reiterates all its submissions, averments and statements made in its Claim Statement to be correct and true and denied all the statements, averments and submissions made by the Contractor and Employer in their Written Statement respectively, which are contrary to its statements and averments made in his Claim Statement.

13. Based on the pleadings filed by the respective parties, this court framed the following issues on 14-01-2009 at Exb.28.

1. Whether the Workman/Party-I proves that there exists an employer-employee relationship between the Party-II (2) and all the 45 persons named in the present Order of Reference?
2. Whether the Workman/Party-I proves that the Party II (1) is a camouflage Contractor used as a dummy to deprive the regularization of the workmen who were working since 1997 onwards?
3. Whether the Workman/Party-I proves that the termination/refusal of services of all 45 persons named in the present Order of Reference by the Party-II (2) w.e.f. 03-07-2005 is illegal, unjustified and bad-in law?
4. Whether the Employer/Party II (1) proves that the present Order of Reference is not maintainable as stated in para 2 A to P of its Written Statement?
5. Whether the Employer/Party II (2) proves that the present Order of Reference is bad-in-law as stated in para A to F of her written statement?
6. Whether the Party II (2) proves that she had entered with valid contracts with the Party II (1) for providing specific services?
7. Whether the Workman/Party I is entitled for any relief?
8. What Award?

14. My answers to the aforesaid issues are as under:

- Issue No. 1: In the Negative.
 Issue No. 2: In the Negative.
 Issue No. 3: Does not arise.
 Issue No. 4: In the Affirmative.
 Issue No. 5: In the Affirmative.
 Issue No. 6: In the Affirmative.
 Issue No. 7: In the Negative.
 Issue No. 8: As per final order.

REASONS

15. I have heard the oral arguments of Ld. Adv. Shri S. Gaonkar appearing for the union as well as Ld. Adv. Shri P. J. Kamat appearing for the Contractor and Ld. Adv. Shri M. S. Bandodkar appearing for the Employer.

Ld. Adv. Shri S. Gaonkar, representing the union, during the course of his oral arguments submitted that the Workmen under reference were working for the Employer. He submitted that the Workmen under reference were employed to carry out the permanent nature of work in production, maintenance, packing, stores etc. in the factory of the Employer and were working independently in the shifts. He submitted that the Employer was supervising and also controlling them in performing the work. He submitted that the Employer has however engaged a Contractor. He submitted that the said Contractor was sham and nominal, rather a camouflage, used as a dummy to deprive the benefits of regularization to the worker under reference. He submitted that there exist employer-employee relationship between the Employer and the workmen under reference. He submitted that in the year 2003 all the workmen under reference joined the Gomantak Mazdoor Sangh since their services were not regularized by the Employer. He submitted that on the assurance given by the Employer to the Workmen under reference that they will be made permanent and also they will be given wage rise on withdrawal from the membership of the union. He submitted that the Employer has however, failed to keep his promise given to the workmen under reference in the year 2003. He submitted that all the workers under reference therefore again approached the Gomantak Mazdoor Sangh for renewal of the membership. He submitted that the union therefore, vide its letter dated 10-06-2005 demanded for confirming their services and further requested for extending all the benefits enjoyed by the other workers in the said factory. He submitted that upon receipt of the aforesaid letter, the Employer refused employment to all the 45 workmen under reference w.e.f. 03-07-2005. He submitted that the refusal of employment to the workers under reference is illegal, unjustified and bad-in-law as neither the workers under reference were paid their legal dues nor paid or offered retrenchment compensation as provided u/s 25-F of the I.D. Act, 1947. He submitted that the Employer also failed to conduct any enquiry at the time of termination of services of the workers under reference, thereby violated the principles of natural justice. In support of his oral contentions,

he relied upon a judgment of Hon'ble Apex Court in the case of **Ram Singh and Ors. v/s. Union Territory, Chandigarh and Ors., reported in 2004 1 CLR 81.**

16. On the contrary, Ld. Adv. Shri P. J. Kamat representing the Contractor, during the course of his oral arguments submitted that by its letter dated 04-07-2005 at Exb. W/3 addressed to the Asstt. Labour Commissioner, Ponda, Goa as well as its another letter dated 05-07-2005 at Exb. W/4 addressed to the Employer, the union has demanded for reinstatement with continuity in service of the workers under reference from the Employer and not from the Contractor. Thus, the union has failed to make demand, seeking relief of reinstatement in service with full back wages against the Contractor. Hence, in the absence of making any demand over the Contractor on behalf of the workers under reference, the entire order of reference is bad-in-law and not maintainable. In support of his oral submission, he relied upon a judgment of Hon'ble Supreme Court of India in the case of **Sindhu Resettlement Corporation Ltd. v/s. Industrial Tribunal of Gujrat and Ors., reported in AIR 1968 SC 529.** He submitted that all the workers under reference were engaged by the Contractor in the factory of the Employer. He submitted that the Contractor used to raise the bill towards the manpower supplied to the Employer. He submitted that the Contractor was paying the wages as well as the regular contribution towards ESI and PF in their respective departments on behalf of the workers under reference in his independent code number issued to him by the respective department. He submitted that the Contractor was supervising and controlling the work of the workers under reference. He submitted that he is a registered Contractor having his office at Shantinagar, Ponda, Goa, undertaking the work of supplying personnel for security services, housekeeping, garden maintenance and labour supply. He submitted that he was also issued a license under the relevant provisions of Contract Labour (Regulation and Abolition) Act, 1970, at the establishment of the Employer on 08-07-2002 till 31-12-2009. He therefore submitted that the contract of supplying manpower entered by him with the Employer is a valid contract in the eyes of law. He submitted that there also exist an employer-employee relationship between himself and the said workers under reference and in no stretch of imagination it can be said that there exists employer-employee relationship between the Employer and the workers under reference. He

submitted that the issue pertaining to the master-servant relationship has to be proved by the union and relied upon a judgment of Hon'ble Apex Court, in the case of **General Manager (OSD), Bengal Nagpur Cotton Mills, Rajnandgaon v/s. Bharat Lal and Anr., reported in 2011 1 CLR 1.** He submitted that the Hon'ble Supreme Court of India, in its aforesaid judgment, has laid down certain tests to determine the employer-employee relationship. He submitted that in order to prove the employer-employee relationship, the union has examined its General Secretary, Shri P. Gaonkar and Shri Rajendra Kankonkar, r/o. Akar, Mardol-Goa. He submitted that the wage slips produced on record by the union at Exb.W/7-colly do not have any signature of any person. He submitted that Shri Rajendra Kankonkar, in his cross-examination admitted that the wage slips at Exb.W/7-colly have neither been signed by any of the authority, who has issued the same, nor by the workmen to whom it was issued. He admitted that the PF as well as ESI code number appearing on the said wage slips at Exb.W/7-colly belongs to M/s. Shree Security Services and that he has not made any complaint till date to the provident fund authority to the effect that they have been paid wages by the Employer, but the contributions towards the PF as well as ESI have been paid from the account of the Contractor. He drew my attention to para. 19 of the affidavit in evidence of the said Rajendra Kankonkar, wherein it has been stated that the management of the Employer had complete supervision and control over these workmen under reference. He submitted that the said statement made in the affidavit in evidence is vague in nature as it does not disclose the details of what kind of supervision and control, the Employer was having over the workers under reference. On the contrary, the documents produced on record by the Contractor clearly shows his registration certificate of establishment, license for supply of labour to the Employer under Contract Labour (Regulation and Abolition) Act, 1970 and its renewal of contribution till 31-12-2009, letter of the ESI as well as PF disclose an independent code number of their respective department and a letter of Commissioner of Customs and Central Excise, showing the payment of service tax towards the manpower recruitment service. The witness of the union Shri Rajendra Kankonkar, in his cross-examination stated that after receipt of the letter of the Contractor dated 02-07-2005 all the workers under reference met together and decided not to report to the place of work shown in the said letter. He therefore submitted that all the workers under

reference have not been refused the employment at any point of time, but they have been deputed at different establishments mentioned in the letter issued to them for which they refused to join at their place of deputation. In support of his oral submissions, he relied upon two judgments of Hon'ble High Court of Bombay, one in the case of **Sonal Garments v/s. Trimbak Shankar Karve, reported in 2003 (96) FLR 498** and another, in the case of **NRK House Mumbai v/s. P.V. Tommy, c/o. Akhil Bhartiya Kamgar Union and Anr., reported in 2008 III CLR 335**. He further submitted that the union, in para. 30 of its claim statement filed in the present proceedings, has prayed for a relief of reinstatement of the workmen under reference with full back wages and continuity in service by declaring that their termination/refusal of employment is illegal, improper and unjustified. He submitted that the union has however, did not pray that the contract between the Employer and the Contractor be declared as camouflage contract and as such in the absence of any demand, no relief can be granted and relied upon a judgment of Hon'ble High Court of Bombay in the case of **Maharashtra State Co-op. State Grover Ltd. v/s. R.V. Deshpande reported in 2014 1 CLR 878**. He also relied upon a judgment in the case of **Sesa Goa Ltd. v/s. The Mormugao Water Front Workers Union and Ors.**, a judgment of Hon'ble High Court of Bombay passed in writ petition No. 182 of 2004.

17. Ld. Adv. Shri M. S. Bandonkar, representing the Employer, during the course of his oral arguments submitted that the entire order of reference is bad-in-law and not maintainable. He drew the attention of this court to the schedule of the order of reference and submitted that on bare reading of the schedule of reference, it reveals that the workers under reference were employed by the Contractor, M/s. Shree Security Services. The services of the said Contractor has been engaged by the management of the Employer. The Appropriate Government questioned the legality and justifiability of the action of the Contractor M/s. Shree Security Services, in terminating the services/refusal of employment of the workers under reference w.e.f. 03-07-2005. He therefore submitted that on careful perusal of the said schedule of reference clearly implies that the workers under reference were employed by the Contractor M/s. Shree Security Services and not by the Employer Company. He submitted that the aforesaid fact clearly establish that the Contractor M/s. Shree Security Services is the Employer of all the workers under reference and therefore any action on the part of the Contractor, being the

Employer of the workers under reference, in no way be linked to the Employer. He submitted that there do not exist an employer-employee relationship between the Employer and the workers under reference. He therefore submitted that no relief of whatsoever nature be passed against the Employer. He therefore submitted that any award passed by this court holding that all the workers under reference were employees of the Employer Company would amounts to travel beyond the jurisdiction of this court and relied upon a judgment in the case of **Reserve Bank of India, Nagpur v/s. Central Government Tribunal cum Labour Court, Nagpur & Ors., reported in 2009 II CLR 385** of the Hon'ble High Court of Bombay. He further submitted that the Contractor in his written statement filed in the present proceedings has admitted that all the workers under reference are his employees and that he is paying their wages as well as contributing their PF as well as ESI regularly in their respective offices by filing necessary returns in his independent code number provided to him by the respective departments. He submitted that the Contractor has full control and supervision over all the workers under reference. He submitted that it is the Contractor, who assigns the work to the workers under reference and get it done under his supervision and control and therefore all the workers under reference are the employees of the Contractor M/s. Shree Security Services. He submitted that the Employer has entered into a legal and valid agreement with the Contractor M/s. Shree Security Service for supply of manpower and the said agreement cannot be termed as camouflage to deprive the benefits to the workers under reference. He submitted that more so ever, the union has failed to establish the master-servant relationship between the Employer and workers under reference at any point of time by cogent evidence. He submitted that the evidence of Shri Puti Gaonkar, the General Secretary of the union is hearsay evidence as he has no personal knowledge about the work carried out by the Employer nor he was an employee of the Employer as well as Contractor and as such his oral evidence cannot be looked into. In support of his oral submission he relied upon a judgment in the case of **Ravindra Baburao Ambolkar v/s. Gujarat Tea Canteen and Anr., reported in 1996 LLR 40** of the Hon'ble High Court of Bombay. He submitted that the order of reference does not speak about the sham and bogus contract as allegedly pleaded by the union. In support of his oral submission, he relied upon two judgments of Hon'ble High Court

of Delhi, one in the case of **Ravi N. Tikoo v/s. Dy. Commissioner (S. W.) and Ors.**, reported in **2006 LLR 496** and another in the case of **Automobile Association of Upper India v/s. P. O. Labour Court II and Anr.**, reported in **2006 LLR 851**. He also relied upon a judgment of Hon'ble High Court of Punjab and Haryana in the case of **Mahindra and Mahindra v/s. The Presiding Officer and Anr.**, reported in 2012 (4) LLN 506. He also relied upon two judgments, one in the case of **Bhartiya Kamgar Sena v/s. Udhe India Ltd. and Anr.**, reported in **2008 LLR 344** of the Hon'ble High Court of Bombay and another in the case of **Himmat Singh and Ors. v/s. I.C.I. India, Ltd. and Ors.**, reported in **2008 (2) L.L.N. 34** of the Hon'ble Supreme Court of India.

I have carefully considered the oral submissions made by the Ld. Adv. appearing for the respective parties. I have also carefully perused the entire records and proceedings of the present case.

18. *Issue Nos. 1, 2 and 6:* I am deciding the issue Nos. 1, 2 and 6 together as they are co-related to each other.

19. In the case of **Ravi N. Tikoo (supra)**, the Hon'ble High Court of Delhi has held that *"it is well settled principle that onus and burden of proving or establishing the employment is consequently on the workman and he has to discharge the same by leading cogent and reliable evidence, which could be either oral or documentary. Whereas in the present case there has been no such evidence and as such the proceedings before the adjudicator are liable to be quashed"*.

The principle laid down by the Hon'ble Apex Court in its aforesaid judgment is well established and also applicable to the case in hand. Applying the law laid down by the Hon'ble Apex Court in its aforesaid judgment, in the case in hand the union contended that the workers under reference were working for the Employer Company and they are the employees of the Employer Company. The union further contended that the so called Contractor was sham and nominal, rather a camouflage only to deprive them the benefits of permanency and that there exist employer-employee relationship between the Employer Company and the workers under reference as the work was allotted and supervised by the Employer and the revision of wages were also done by the Employer. The Employer as well as Contractor denied the aforesaid allegation of the union. The burden to prove that there exist an employer-employee relationship is on the union, who alleged the said fact.

20. In the case of **Ram Singh and Ors. v/s. Union Territory, Chandigarh and Ors.**, reported in **2004 I CLR 81**, the Hon'ble Supreme Court has held that *"in determining the relationship of employer and employee, no doubt 'control' is one of the important tests, but it is not to be taken as the sole test. In determining the relationship of employer and employee or other relevant facts and circumstances are required to be considered including the terms and conditions of contract. It is necessary to take a multiple pragmatic approach weighing up all the factors for and against an employment, instead of going by the sole 'test of control'. An integrated approach is needed. 'Integration' test is one of the relevant tests. It is applied by examining whether the person was fully integrated into the employer's concern or remained apart from and independent of it. The other factor is may be relevant are—who has the power to select and dismiss, to pay remuneration, deduct insurance contribution, organize the work, supply tools and materials and what are the 'mutual obligations' between them. The Hon'ble Apex Court further held that whether a particular relationship between employer and employee is genuine or a camouflage through the mode of Contractor is essentially a question of fact to be determined on the basis of features of relationship, the written terms of employment, if any, and the actual nature of the employment. The actual nature of relationship concerning a particular employment being essentially a question of fact, it has to be raised and proved before an industrial adjudicator"*.

21. In the case of **Sesa Goa Ltd. (supra)**, a judgment of Hon'ble High Court of Bombay passed in writ petition No. 182 of 2004, the Petitioner challenged the award of the Central Government Industrial Tribunal No. 2 at Mumbai before the Hon'ble High Court of Bombay. In the said case, the Petitioner had purchased sea going vessel namely M. V. Orissa. The Petitioner company awarded contract to respondent No. 2, a Contractor for carrying out loading and unloading activities on board M.V. Orissa. The Petitioner company terminated its contract with the respondent No. 2 vide their letter dated 11-06-1999. Consequently, the respondent No. 2 had no option, but to declare closure of his business operation w.e.f. 03-07-1999 and as such the services of the workmen engaged by the respondent No. 2 on the vessel were also terminated by payment of legal dues. The Hon'ble High Court after relying upon the judgments of Hon'ble Apex Court held that the 24 retrenched workmen were employed by the Contractor and they were employees of the said Contractor i.e. the respondent No. 2.

22. In the case of **General Manager (OSD), Bengal Nagpur Cotton Mills, Rajnandgaon (supra)**, the Hon'ble Apex Court has held that "it is for the employee to aver and prove that he was paid salary directly by the Principal Employer and not the Contractor. The Hon'ble Apex Court has laid down two tests while determining the issue pertaining to the contract between the Principal Employer and a Contractor is held to be sham or merely a camouflage to deny employment benefits to the employees (1) whether the Principal Employer pays salary directly to the employee instead of the Contractor and (2) further, whether the Principal Employer controls and supervises the work of the employees. In case, the answer to both the question is in affirmative, the consequences will be that the employee shall be considered to be in employment with the Principal Employer. The onus to prove that the salary is paid directly by the Principal Employer and not the Contractor. The expression even "control and supervision" was also explained referring to earlier judgment of Hon'ble Supreme Court while opining that even if supply of labour by a Contractor, necessarily the labour supplied by the Contractor will work under the directions, supervision and control of the Principal Employer, but that would not make the worker direct employee of the Principal Employer, if the salary is being paid by the Contractor. The Principal Employer only controls and directs the work to be done by a contract labour.

The Hon'ble Apex Court further held that the "expression, control and supervision" in the context of contract labour was explained by this court in *International Airport Authority of India v/s. International Air Cargo Workers' Union*, 2009 (13) SCC 374, thus: (SCC p.388, paras 38-39).

"38.....if the contract is for supply of labour, necessary, the labour supplied by the Contractor will work under the directions, supervision and control of the Principal Employer, but that would not make the worker a direct employee of the Principal Employer, if the salary is paid by a Contractor, if the right to regulate the employment is with the Contractor, and the ultimate supervision and control lies with the Contractor.

39. The Principal Employer only controls and directs the work to be done by a contract labour, when such labour is assigned/ /allotted/sent to him. But it is the employee of the Contractor, the ultimate supervision and control lies with the Contractor as he

decides where the employee will work and how long he will work and subject to what conditions. Only when the Contractor assigns/sends the worker to work under the Principal Employer, the worker works under the supervision and control of the Principal Employer, but that is secondary control. The primary control is with the Contractor".

23. In the case of **Mahindra and Mahindra (supra)**, before the Hon'ble High Court of Punjab and Haryana, the Industrial Tribunal cum Labour Court vide its award dated 30-11-2010 directed for reinstatement in service with 50% back wages. The Petitioner (Employer) challenged the said award in filing writ petition before the Hon'ble High Court. The Hon'ble High Court, set aside the impugned award, being perverse and suffer from patent illegality, after relying upon the judgment of the Hon'ble Apex Court in the case of **General Manager (OSD), Bengal Nagpur Cotton Mills, Rajnandgaon (supra)**, held that "*once the Respondent No.2 (workman) had failed to discharge the burden cast on him as he failed to lead any evidence to show that he was paid salaries directly by the Petitioner and further he was working directly under the control and supervision of the Petitioner, he cannot be termed to be an employee of the Petitioner to entitle him to raise an industrial dispute with it*".

24. In the case of **Automobile Association of Upper India (supra)**, the Hon'ble High Court of Delhi in para 14 of its judgment has observed as under:—

"Engagement and appointment in service can be established directly by the existence and production of an appointment letter, a written agreement or by circumstantial evidence of incidental and ancillary records which would be in the nature of attendance register, salary registers, leave record, deposit of provident fund contribution and employees' state insurance contributions etc. The same can be produced and proved by the workman or he can call upon and caused the same to be produced and proved by calling for witnesses, who are required to produce and prove these records. The workman can even make an appropriate application calling upon the management to call such records in respect of his employment to be produced. In these circumstances, if the management then fails to produce such records, an adverse inference is liable to be drawn against the management and in favour of the workman".

25. In the case of **Bhartiya Kamgar Sena v/s. Udhe India Ltd. and Anr. (supra)**, the Hon'ble High Court of Bombay, in para 16 of its judgment has observed as under:

"16. In the present case, it is an admitted position that the contract was executed between M/s. Kamal Enterprises and the Company in 1986 and it was continued from year to year. It is well-settled position in law that merely because the contract is in existence for a very long time that cannot be taken as a clue to decide that the contract was not genuine. The Apex Court in series of judgments has laid down that the criteria for determining and deciding the genuineness or otherwise of the contract. It would be relevant, therefore, to briefly look at the observations which are made by the Apex Court from time to time in these cases. Before we look at these observations, one thing has to be stated that, ultimately, the Apex Court in all these cases has held that there cannot be any strait-jacket formula for the purpose of deciding the issue of genuineness or otherwise of the contract and the Apex Court has held that this would depend on the facts and circumstances of each case. Keeping this golden principle in mind, it would be profitable to examine the observations which are made by the Apex Court in various cases which are cited by the learned Counsel appearing on behalf of the union and the learned Counsel appearing on behalf of the Company".

Thus, from the aforesaid judgments of Hon'ble Apex Court, it is well settled principle of law that to determine the employer-employee relationship. The workmen/union has to prove two tests, (1) whether the Principal Employer pays salary directly to the employee instead of the Contractor and (2) further, whether the Principal Employer controls and supervises the work of the employees. In case, the answer to both the question is in affirmative, the consequences will be that the employee shall be considered to be in employment with the Principal Employer.

26. Applying the law laid down by the Hon'ble Apex Court in its aforesaid judgments, in the case in hand, the onus to prove that there exist an employer-employee relationship is on the union. In order to prove her case, the union has examined its General Secretary, Shri Puti Gaonkar and a worker namely Shri Rajendra V. Kankonkar. On the contrary, the Contractor Shree Security

Services has examined his Finance Manager, Shri Vikas Singh. The Employer Company examined their executive Human Capital, Shri Ratnakar Naik.

27. The General Secretary of the union, Shri Puti Gaonkar as well as the workman Shri Rajendra Kankonkar, in their respective oral evidence deposed that the workers under reference were working for the Employer Company on permanent post in shifts and that the Employer Company has not regularized their services though promised. Both the aforesaid witnesses deposed that the Contractor namely M/s. Shree Security Services is a camouflage Contractor used as dummy to deprive the regularization to these workers. Both the aforesaid witnesses deposed that initially the workers under reference were paid directly by the Employer, however, in the year 2002 they were told that they will be paid through one of the Contractor and even if the Contractor changes their services will be continued. Both the aforesaid witnesses deposed that the revision of daily wages and other benefits were always discussed and finalized by the Employer with the worker and not with the Contractor. Both the aforesaid witnesses deposed that the officials of the Employer Company were having the control of work allocation, supervision and other over all control on the workers in reference. Both the aforesaid witnesses deposed that the machine and the place of work was belongs to the Employer Company and the workers under reference were working for the Employer.

28. In support of its oral evidence, the union has produced on record its letter dated 04-07-2005 (Exb.W/3). By the said letter dated 04-07-2005, the union has raised the dispute before the Asstt. Labour Commissioner, Ponda, Goa by alleging that "because the workers have joined the union, the management of M/s. Essel Propack Ltd. has illegally terminated the services of more than 45 workmen engaged by the said company on perennial nature of work through M/s. Shree Security Services." The witness of the union Shri Rajendra Kankonkar, in his cross-examination admitted that they had informed the Asstt. Labour Commissioner, Ponda, about the refusal of employment to all the workers by the Employer, who were employed through M/s. Shree Security Services. The union also produced on record copies of wage slips of the workers under reference (Exb.W/7-colly). On careful perusal of the said wage slips on record it reveals that neither the said wage slips have been signed by the Employer nor the concerned Workman and that

the said wage slips are for the period starting from January, 2005 onwards. The said wage slips on record indicates the name of the establishment is appearing as M/s. Essel Propack Ltd. and name of the Employer is kept blank, however, the PF and ESI code number is mentioned as 10467 and 32-1358101 respectively. Both the witnesses of the union examined in the present reference has admitted that the aforesaid PF as well as ESI number appearing on the said wage slips belongs to M/s. Shree Security Services.

29. Shri Puti Gaonkar, the General Secretary of the union, in his cross-examination admitted that the Contractor was issued a license by the licensing officer to supply labour to the Employer Company on certain terms and conditions mentioned therein. He also admits that a specific code number was allotted to the Contractor under the provisions of ESIC Act as well as under the EPF and Miscellaneous Provisions Act, 1952. He admits that in the registration certificate issued by the Commissionerate of Customs and Central Excise, Panaji, Goa, the Contractor was permitted as additional service of manpower recruitment. He deposed that from the copies of returns of contribution filed by the Contractor, it appears that the Contractor used to pay the contribution of ESI as well as PF in their respective office on his independent code number. He admitted that from 19-06-2003 till 01-06-2005, the workers under reference ceased to be the members of the union and that neither he had sent any charter of demand either to the Contractor or the Employer Company nor there was any discussion between both the parties and the union. He admitted that as on 04-07-2005, he was aware that the services of all the workers under reference were engaged by the Employer Company through the Contractor. He admitted that from 19-06-2003 till 01-06-2005, the Employer Company has not refused employment of all the workers under reference. He admitted that prior to July, 2002, the Employer Company had engaged a Contractor by name M/s. Mahamaya Services for few months.

30. The second witness of the union, Shri Rajendra Kankonkar, in his cross-examination stated that he do not have any document viz. letter of appointment, ESI card or provident fund slip to show that he had been appointed by the Employer Company. He admitted that on 08-11-2005, the union had made a statement before the Asstt. Labour Commissioner, Ponda that all the 32 employees were shown on the roll of the Contractor M/s. Mahamaya Services. He admitted

that when all the said 32 workers were employed under M/s. Mahamaya Contractor, they were covered under ESI as well as PF under the code of the said M/s. Mahamaya Contractor. He admitted that he used to receive the provident fund slips through the said Mahamaya Contractor. He admitted that the ESI code shown on their ESI card was also of M/s. Mahamaya Contractor. He admitted that after termination of the contract of M/s. Mahamaya Contractor by the Employer Company, they started working with M/s. Shree Security Services Contractor. He admitted that after they started working with M/s. Shree Security Services Contractor, their PF as well as ESI code number changed and they have been given the PF as well as ESI code number of the Contractor M/s. Shree Security Services. He admitted that after termination of contract of M/s. Mahamaya Contractor, they have withdrawn their PF deposited by the said Mahamaya Contractor and thereafter they started new ESI as well as PF as the employees of M/s. Shree Security Services. He admitted that in July, 2005, M/s. Shree Security Services had deducted the contribution towards PF from their salary and deposited the same in their name under his own code number. He admitted that they have withdrawn their earlier PF, which was deducted and deposited by M/s. Mahamaya Contractor and that they have not transferred and continued the same PF account with the new employer M/s. Shree Security Services. He deposed that during the pendency of the present case, he has withdrawn his PF, which was deposited in the Employers code number of M/s. Shree Security Services, however, he do not know as to whether the other workers in reference have withdrawn their PF or not. The said witness in his oral evidence deposed that initially, when they were working under M/s. Mahamaya Contractor, they were paid their salary by the Employer Company and also deducted their PF and shown deposited in the account of M/s. Mahamaya Contractor. The said witness was directed to produce the wage slips issued by the Employer Company, however, he could not produce the wage slips allegedly issued by the Employer Company. He stated that he had not made any complaint till date to the Provident Fund Authorities to the effect that they were paid their wages by the Employer Company but the contribution towards ESI as well as PF have been paid in the account of M/s. Shree Security Services. He admitted that when he was working with M/s. Shree Security Services his PF number was GOA/10467/891.

31. Thus, the oral as well as documentary evidence adduced by the union on record clearly established that all the workers were initially employed by M/s. Mahamaya Contractor, who has been engaged by the Employer Company to carry out certain work in its establishment. The evidence on record further indicates that after termination of the contract of M/s. Mahamaya Contractor, the Employer Company signed an agreement with M/s. Shree Security Services for supplying specific services in its establishment for specific period. The evidence on record indicates that after signing an agreement with the Employer Company, all the workers under reference started working under M/s. Shree Security Services and the wages of the workers under reference as well as contribution towards the ESI as well as PF were also paid by M/s. Shree Security Services. Though the union alleged that initially all the workers under reference were paid directly by the Employer Company, however, in the year 2002, the Employer Company started paying their wages through the Contractor and that the revision of daily wages and other benefits were always discussed and finalized by the Employer Company, the union has however, failed to bring on record any cogent and reliable evidence in support of its pleadings. The union has also vaguely stated that the Employer Company was having the control of the work allocation, supervision and other overall control on the workers under reference, without disclosing the nature of supervision as well as control. The union has also failed to produce on record any cogent and reliable evidence to show that the Employer Company was having the ultimate supervision and control such as they decides where the employee will work and how long he will work and subject to what conditions.

32. On the contrary, it has come in the evidence of the Contractor as well as the Employer that no appointment letters were issued to any of the workers under reference either by the Contractor or by the Employer Company. The Contractor has produced on record certain documentary evidence, through the cross-examination of the General Secretary of the union, Shri Puti Gaonkar, such as the registration certificate of the establishment of the Contractor M/s. Shree Security Services in the prescribed form No. III issued under GDD Shops and Establishments Rules, 1975 (Exb.E/1), his license (Exb. E/2), issued by the licensing officer in the prescribed form No.VI of the contract labour (Regulation and Abolition) Act, 1970, two letters, one dated 12-10-1995 (Exb.E/3) issued by ESI Corporation, Porvorim, Goa, allotting him a code

No. 32-1358-101 under the provisions of the ESI Act and another dated 30-03-1995 (Exb.E/4), by the office of Regional Provident Fund Commissioner, Panaji, Goa, allotting him code No. GOA/10467, a certificate of registration under Section 69 of the Finance Act, 1994 dated 06-02-2001 (Exb.E/5) issued by the Commissionerate of Customs and Central Excise, Panaji, Goa, by which he has paid the service tax for security service as well as manpower recruitment service w.e.f. 07-07-1997 and copies of payment of contribution of the workers under reference towards the ESI in prescribed form No.VI (Exb.E/6-colly) for the period starting from October, 2003 till 31-03-2004. The Contractor has also produced on record, through the cross-examination of the second witness of the union, Shri Rajendra Kankonkar, a copy of the letter of the Employer Company dated 28-06-2005 addressed to the union [Exb. E/7 (cross)], a copy of letter of the Contractor dated 02-07-2005 addressed to him [(Exb.E/8 (cross))] and copies of extract of register of wages for the period starting from January, 2005 to June, 2005 maintained by the Contractor [(Exb.E/9-colly (cross))]. Besides the aforesaid documentary evidence, the Contractor has examined his Finance Manager namely Shri Vikas Singh. In support of his oral evidence, the Contractor also produced on record, copies of payment of contribution towards PF in the prescribed form No. 6A for the period from April, 2002 to March, 2003 (Exb.E/10), a copy of letter of the Employer dated 20-07-2005 (Exb.E/11), and copies of letters of deployment of the workers under reference (Exb. E/12-colly). The Employer Company also examined their Executive, Human Capital, Shri Ratnakar Naik. In support of their oral evidence, the Employer also produced on record documentary evidence such as copies of three agreements for supply of labour for packing and house-keeping etc. signed between the Contractor and the Employer, one dated 25-03-2003 (Exb. 39), another dated 30-04-2004 (Exb.40) and third dated 25-05-2005 (Exb.41), copy of letter of the union dated 10-06-2005 along with its letter dated 01-06-2005 (Exb.42-colly), a copy of the letter of the Employer dated 21-06-2005 addressed to Shree Enterprises, Ponda, Goa (Exb.43), a copy of the letter of the Employer dated 21-06-2005 addressed to the Contractor (Exb.44), a copy of the letter of the Employer dated 21-06-2005 addressed to Shree Sateri Security and Allied Services, Adpoi, Ponda, Goa (Exb.45), a copy of letter dated 23-06-2005 of Shree Enterprises, Ponda, Goa (Exb. 46), copy of letter dated 24-06-2005 of M/s. Sateri Security and Allied Services (Exb. 47) and copies of the computerized wage slips of the workers of the Employer (Exb. 57-colly).

33. The aforesaid oral as well as documentary evidence on record clearly indicates that M/s. Shree Security Services is a registered proprietary firm, owned by Shri Anil Singh and engaged in the business of supplying of security service, house-keeping, garden maintenance and labour supply etc. to various establishments and factories, including the Employer Company. The evidence on record indicates that the Contractor has been issued an independent code No. 32-1358-101 and No. GOA/10467 for filing the returns of contribution under the ESI as well as PF Act respectively. The aforesaid evidence on record indicates that the Contractor M/s. Shree Security Service had obtained license dated 08-07-2002 for supplying labour to the Employer Company under section 12 (2) of the Contract Labour (Regulation and Abolition) Act, 1970 (for short, 'CLRA, Act'). The aforesaid oral as well as documentary evidence on record further indicates that the Contractor has paid contributions of the workers under reference in the prescribed form towards the ESI for the period starting from 17-11-2003 to 21-04-2004 as well as PF for the period starting from April, 2002 to March, 2003 under his independent code number issued by the respective authorities. The aforesaid oral as well as documentary evidence on record further indicates that the Contractor M/s. Shree Security Services was paying wages to the workers under reference. The aforesaid oral as well as documentary evidence on record also indicates that the Contractor M/s. Shree Security Services was providing labours to the Employer Company for packing and house-keeping etc. The aforesaid oral as well as documentary evidence on record indicates that the Contractor has entered into an agreement with the Employer Company for supply of specific services such as maintenance, factory cleaning, house-keeping as well as handling of packing and waste material services on certain terms and conditions as specifically stated in the said agreement. Upon careful perusal of the terms and conditions stipulated in the said agreements on record, it clearly indicates that M/s. Shree Security Services was having ultimate control and supervision on all the workers under reference. The union did not disputes the said agreements on record at Exb. 39, Exb. 40 and Exb. 41, signed by the Employer Company with the Contractor M/s. Shree Security Services on any of the grounds. Hence, in the absence of any challenge to the said agreements signed between the Employer Company and the Contractor are presumed to be legal and valid.

34. The union raised the dispute before the Asstt. Labour Commissioner, Ponda-Goa, vide its letter dated 04-07-2005 at Exb. W/3, by alleging that the Employer Company has illegally terminated the services of more than 45 workmen engaged by the said Company on perennial nature of work through M/s. Shree Security Services. The witness of the union, Shri Rajendra Kankonkar, in his cross-examination, admitted that its vide letter dated 04-07-2005, the union had informed the Asstt. Labour Commissioner, Ponda, about the refusal of employment to all the workers under reference by the Employer Company, who were employed through M/s. Shree Security Services and that the contents of the said letter were drafted as per his instructions. The union however, in its claim statement filed in the present proceedings pleaded that all the workers under reference were employed by the Employer to carry out their permanent nature of work. Ld. Adv. Shri M. S. Bandodkar submitted that the aforesaid statements made by the union are contradictory to each other and relied upon a judgment of Hon'ble Apex Court, in the case of **Himmat Singh and Ors. v/s. I.C.I. India Ltd and Ors. (Supra)**, wherein the Hon'ble Apex Court, in para 10 of its judgment has observed as under:

"10. In Steel Authority of India Ltd. v/s Union of India and others (2006) (4) L.L.N. 651, it was inter alia held as follows, in para.29 at page 657:

"The workmen whether before the Labour Court or in writ proceedings were represented by the same union. A trade union registered under the Trade Unions Act is entitled to espouse the cause of the workmen. A definite stand was taken by the employees that they had been working under the Contractors. It would, thus, in our opinion, not lie in their mouth to take a contradictory and inconsistent plea that they were also the workmen of the principle employer. To raise such a mutually destructive plea is impermissible in law. Such mutually destructive plea, in our opinion, should not be allowed to be raised even in an industrial adjudication. Common law principles of estoppel, waiver and acquiescence are applicable in an industrial adjudication".

The principle laid down by the Hon'ble Apex court in its aforesaid judgment is well established and also applicable to the case in hand.

35. Thus, the aforesaid evidence on record clearly indicates that all the workers under

reference were paid their monthly wages as well as contribution towards ESI as well as PF by M/s. Shree Security Services. The evidence on record indicates that the Employer Company has signed valid agreements with M/s. Shree Security Services for supplying, maintenance, factory cleaning as well as handling of waste material services to its establishment on certain terms and conditions. The oral as well as documentary evidence on record further indicates that M/s. Shree Security Services was having ultimate control and supervision of all the workers under reference. Thus, in view of above, there does not exist an employer-employee relationship between the Employer Company and all the workers under reference, but the employer-employee relationship exist between M/s. Shree Security services and all the workers under reference. The union therefore failed to establish that there exist an employer-employee relationship between the Employer Company and all the workers under reference. The union also failed to prove that M/s. Shree Security Services is a camouflage Contractor used as a dummy to deprive the regularization of the workmen who were working since 1997 onwards. The issue Nos. 1 and 2 are therefore answered in the negative. It is further held that the Employer Company proved that it has entered into a valid contract with the M/s. Shree Security Services for providing specific services. The issue No. 6 is therefore answered in the affirmative.

36. *Issue Nos. 4 and 5*: I am deciding the issue No. 4 and 5 together as both the issues are co-related to each other.

I am deciding the issue No. 4 and 5 together prior to the issue No. 3 as the said issues goes to the very root jurisdiction of this court.

While deciding the issue No. 1, I have come to the conclusion and held that there does not exist an employer-employee relationship between the Employer Company and all the 45 persons named in the present order of reference. Similarly, while deciding the issue No. 6 herein above, I have come to the conclusion and held that the Employer had entered into valid contracts with M/s. Shree Security Services for providing specific services. While deciding the issue No. 2 herein above, I have also come to the conclusion and held that the union failed to prove that M/s. Shree Security Services is a camouflage Contractor used as a dummy to deprive the regularization of the workmen who were working since 1997 onwards.

37. *Ld. Adv. Shri P. J. Kamat*, during the course of his oral arguments submitted that the union has not submitted any demands to M/s. Shri Security services prior to raising of the present dispute and relied upon a judgment of Hon'ble Supreme Court of India in the case of **Sindhu Resettlement Corporation Ltd. (supra)**, wherein it has been held that *"if no dispute at all is raised by the employees with the management, any request sent by them to the Government would only be a demand by them and not an industrial dispute between them and their Employer. An industrial dispute, as defined must be a dispute between employers and employers, employers and workmen, and workmen and workmen. A mere demand to a Government, without a dispute being raised by the workmen with their employer, cannot become an industrial dispute. Consequently, the material before the Tribunal clearly shows that no such industrial dispute, as was purported to be referred by the State Government to the Tribunal, had ever existed between the Appellant Corporation and the Respondents and the State Government, in making a reference, obviously committed an error in basing its opinion on material which was not relevant to the formation of opinion. The Government has to come to an opinion that an industrial dispute did exist and that opinion could only be formed on the basis that there was a dispute between the Appellant and the Respondent relating to reinstatement"*.

38. The aforesaid judgment of the Hon'ble Apex Court has been overruled in its subsequent judgment in the case of **Shambu Nath Goyal v/s. Bank of Baroda, reported in AIR 1978 SC 1088**, wherein the Hon'ble Apex Court has held as under:

"5. A bare perusal of the definition would show that where there is a dispute or difference between the parties contemplated by the definition and the dispute or difference is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person there comes into existence an industrial dispute. The Act nowhere contemplates that the dispute would come into existence in any particular, specific or prescribed manner. For coming into existence of an industrial dispute a written demand is not a sine qua non, unless of course in the case of public utility service, because Section 22 forbids going on strike without giving a strike notice. The key words in the definition of industrial dispute are 'dispute' or 'difference'. What is the connotation of these two words? In Beetham

V. Trinidad Cement Ltd. Lord Denning while examining the definition of expression 'Trade dispute' in Section 2(1) of Trade Disputes (Arbitration and Inquiry) Ordinance of Trinidad observed:

By definition a 'trade dispute' exists whenever a 'difference' exists; and a difference can exist long before the parties became locked in a combat. It is not necessary that they should have come to blows. It is sufficient that they should be sparring for an opening.

6. Thus, the term 'industrial dispute' connotes a real and substantial difference having some element of persistency and continuity till resolved and likely if not adjusted to endanger the industrial peace of the undertaking or the community. When parties are at variance and the dispute or difference is connected with the employment, or non-employment or the terms of employment or with the conditions of labour there comes into existence an industrial dispute. To read into definition the requirement of written demand for bringing into existence an industrial dispute would tantamount to re-writing the section".

39. Applying the law laid down by the Hon'ble Apex Court in its case of **Shambu Nath Goyal (supra)**, in the case in hand the union, M/s. Shree Security Services as well as the Employer Company had appeared and contest the claim for reinstatement in the conciliation proceedings held before the Asstt. Labour Commissioner and Conciliation Officer, Ponda, Goa as can be seen from documents at Exb. W/5 and Exb. W/6. On the basis of report on failure of conciliation proceedings dated 10-02-2006, the Government formed an opinion of the existence of dispute and as such the reference cannot be said to be bad-in-law as no demand was served upon M/s. Shree Security Services. In view of above, I do not find any merits in the submission of Ld. Adv. Shri P. J. Kamat that no demand was served upon M/s. Shree Security Services.

40. The Contractor has examined his Finance Manager, Shri Vikas Singh to prove his case. The oral as well as documentary evidence on record indicates that the Contractor had deployed around 56 of his workers at the establishment of the Employer Company. The evidence on record further indicates that due to exigencies of work in other establishments, where the Contractor was also providing manpower, required additional workers to be deployed there, he, by his letter dated 25.05-2005 had informed the Employer

Company that he is withdrawing around 40 of his workers deployed at their establishment. The evidence on record indicates that the Contractor also informed the workers under reference orally, but the workers under reference refused to join at their new place of posting. The evidence on record indicates that he has issued letters to the workers informing them their new place of deployment, but they did not accept the said letters. The evidence on record further indicates that the Contractor therefore sent the said letters to the workers under reference by registered A/D as well as under certificate of posting. Thus, the evidence on record indicates that the M/s. Shree Security Services has neither terminated nor refused the services of any of the workers under reference at any point of time, but he had deployed about 40 employees from the establishment of the Employer Company to other establishment having contract of supplying specific services.

41. The evidence on record indicates that in the order of reference, it is stated that the services of Mr. Narayan Kundaikar (12), Mr. Deliesh Sankavalikar (24), Mr. Sarfraj Ansari (34), Mr. Siddesh Naik (40), Mr. Sushant (41), Mr. Praveen (42) have been terminated. In fact, the Contractor has however, neither terminated, nor even deployed services of any of the above said employees. The evidence on record indicates that M/s. Shree Security Service had deployed at his different sites, the services of Mr. Narayan Kavlekar, Mr. Dilesh Sakhalkar, Mr. Sayyed Ansari, Mr. Siddesh Gawde, Mr. Sushant Naik and Mr. Praveen Yatrekar. The evidence on record indicates that besides the workmen referred hereinabove, the Contractor had also withdrawn the services of Mr. Suresh Kumar, Mr. Ghanashyam Jalmi, Mr. Purshottam Kodamati, Mr. Sachin Rane, Mr. Gajanan Sawant, Mr. Umesh Kumar, from the establishment of the Employer Company, vide its letter dated 25-5-2005.

42. The evidence on record indicates that M/s. Shree Security Services has neither terminated nor even transferred the services of Ms. Rajani Naik (Sr. No.5), Ms. Tanuja Naik (Sr. No.15), Mr. Vikas Morbale (Sr. No.33), Mr. Sanjay Naik (Sr. No. 35), Mr. Gajanan Naik (Sr. No. 36), Mr. Dhiresk (Sr. No. 37), Mr. Gurudas (Sr. No. 38), Mr. Premraj Albera (Sr. No. 39), Mr. Pandurang Jalmi (Sr. No. 43), Mr. Madan (Sr. No. 44) and Mr. Daya Gawde (Sr. No. 45). However, the Government has wrongly included those names also in the order of reference alleging that their services have terminated by M/s. Shree Security Services. The aforesaid evidence on record

indicates that M/s. Shree Security Services has not terminated the services of any of the workers under reference, but some of the workers under reference have been deployed to some other establishment having contract of furnishing specific services. The aforesaid evidence on record indicates that the order of reference includes the names of the workers whose services were not at all withdrawn from the Employer Company. This clearly shows the non-application of mind of the Appropriate Government while making the present reference. The aforesaid evidence on record clearly proves the case of the Contractor as pleaded by him in para 2A to 2P of his written statement, by way of his preliminary objection. The aforesaid evidence on record also proves the case of the Employer as pleaded by them in para 2A to 2F of their written statement by way of preliminary objection.

43. Ld. Adv. Shri M. S. Bandodkar, representing the Employer, during the course of his oral arguments submitted that bare perusal of schedule of the reference indicates that all the workers under reference were employed by the Contractor M/s. Shree Security Services and therefore this Hon'ble Court cannot travel beyond the terms of reference and held that there exist an employer-employee relationship between the Employer Company and all the workers under reference and that the Employer Company has refused/terminated the services of all the workers under reference and relied upon a judgment in the case of **Reserve Bank of India, Nagpur (supra)**, of the Hon'ble High Court of Bombay, in support of his oral submissions. Since, while deciding the issue No. 1 herein above, I have come to the conclusion and held that the union failed to prove that there exist an employer-employee relationship between the Employer Company and all the workers under reference, the question of travelling beyond the scope of terms of reference does not arise.

It is therefore held that the Contractor as well as the Employer Company has proved that the reference is bad-in-law, in view of the reasons stated herein above. The issue Nos. 4 and 5 are therefore answered in the affirmative.

44. *Issue Nos. 3 and 7*: I am deciding the issue No.3 and 7 together as both the issues are co-related to each other.

While deciding the issue Nos. 1 and 2 herein above, I have come to the conclusion and held that there does not exist an employer-employee relationship between the Employer Company and

all the 45 persons named in the present order of reference. Similarly, while deciding the issue No. 4 and 5 hereinabove, I have come to the conclusion and held that neither M/s. Shree Security Services, has terminated the services nor refused the employment to all the 45 workers named in the order of reference, but deployed their services in some other establishment having contract of furnishing specific services, the reference is therefore bad-in-law, being incompetent. Hence, the question of deciding the present issue as to whether the workmen/Party I proves that the termination/refusal of services of all 45 persons named in the present order of reference by M/s. Shree Security Services or the Employer w.e.f. 03-07-2005 is illegal, unjustified and bad-in-law, does not arise. All the 45 workers under reference are therefore not entitled to any relief. The issue No. 3 is therefore answered accordingly and issue No. 7 is answered in the negative.

45. In the case of **NRK House, Mumbai v/s. P. V. Tommy c/o. Akhil Bhartiya General Kamgar Union and Anr., reported in 2008 III CLR 335**, before the Hon'ble High Court of Bombay, the Petitioner-Employer challenged the award dated 30-07-2005 passed by the First Labour Court, Mumbai, directing that the Respondent No.1 be reinstated with full back wages for 20 days in each month w.e.f. 20-12-2001 till the date of reinstatement with continuity of service. The Hon'ble High Court while allowing the writ petition filed by the Petitioner held that there is overwhelming evidence on record to show that, in fact, the Petitioner did not terminate the services of the Respondent No. 1, but all along, asked the Respondent No. 1 to report for work. Apparently, having regard to the age of retirement, the Respondent No. 1 has declined to report to work. The Hon'ble High Court further observed that the award of the Labour Court suffers from an error of law apparent on the face of the record and is liable to interfered with on this count. The Hon'ble High Court has held that in any case, having regard to the finding that there is no termination and that the Respondent No. 1 has voluntarily stayed away from employment, the Respondent No.1 is not entitled for back wages.

46. In the case of **Sonal Garments v/s. Trimbak Shankar Karve (supra)**, the Hon'ble High Court in para 4 of its judgment has observed as under:

"4. However, as the offer of Petitioner to reinstate the respondent was not accepted, he is not entitled to the relief of reinstatement and any back wages at all. His conduct lends

support to the version of the employer that he had abandoned the employment and that he never came back to report for duties and that it was not a case of termination by the Petitioner employer. Whenever the employer offers to reinstate the workman at any stage of the dispute or proceedings and if the workman does not accept the offer even without prejudice to his rights and contentions he will not be entitled to continue his claim for reinstatement in the proceedings and he will also be not entitled to claim any back wages from the date of such offer, conditional or unconditional. He must first accept the offer and get reinstated in employment and therefore continue to contest for the relief of back wages, if any. In the present case there was an unconditional offer of reinstatement made by the employer in the written statement itself but it was not accepted by the workman. Therefore, as stated by me hereinbefore, he is not entitled to get reinstatement with full back wages at all".

The principle laid down by the Hon'ble High Court of Bombay in its both the aforesaid judgments is well established and squarely applicable to the case in hand.

In view of above, I proceed to pass the following order:

ORDER

1. It is held that the dispute as to "whether the termination of services/refusal of employment to the following 45 workmen employed by the Contractor M/s. Shree Security Services, who has been engaged by the management of M/s. Essel Propack Limited, Industrial Estate, Kundaim, Goa with effect from 3-7-2005 is legal and justified, does not survive.

Sr. No.	Name	Sr. No.	Name
1	2	3	4
1.	Rajendra Kankonkar.	2.	Gajanaj Naik.
3.	Dasharath Naik.	4.	Shailesh Verekar.
5.	Rajani Naik.	6.	Rajesh Amonkar.
7.	Ganshyam Gawde.	8.	Tatu Gawde.
9.	Deepak Naik.	10.	Maruti Gurav.
11.	Damu Kundaiker.	12.	Narayan Kundaiker.
13.	Purshottam Naik.	14.	Vishwas Dessai.
15.	Tanuja Naik.	16.	Devidas Gawde.
17.	Vidyadar Fadte.	18.	Pradeep Pedwalkar
19.	Pandurang Gawde.	20.	Mahesh Naik
21.	Abhijit Kubade.	22.	Dayanand Jalmi.

1	2	3	4
23.	Pradeep Mopkar	24.	Deliesh Sankvalikar.
25.	Umesh Kalangutkar.	26.	Satyabal Palkar.
27.	Shankar Naik.	28.	Prakash Gawde.
29.	Devendra Jalmi.	30.	Praveen Gawde.
31.	Rajaram Motor.	32.	R. K. Nayak.
33.	Vikas Morbale.	34.	Sarfraj Ansari.
35.	Sanjay Naik.	36.	Gajanan Naik.
37.	Dhires.	38.	Gurudas.
39.	Premraj Albera.	40.	Siddhesh Naik.
41.	Sushant.	42.	Praveen.
43.	Pandurang Jalmi.	44.	Madan.
45.	Daya Gawde.		

2. All the 45 workmen named in the order of reference are not entitled to any relief as claimed by the union.

3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N.Narulkar)
Presiding Officer
Labour Court-II

Department of Law & Judiciary

Law (Establishment) Division

Notifications by the High Court of Judicature

Appellate Side, Bombay

No. A.1201/G/2015/3227

Smt. Bimba K. Thaly, Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Panaji, shall stand retired from Goa State Judicial Service w.e.f. 05-09-2015 (A.O.H.) by superannuation on attaining the age of 60 years.

High Court, Bombay *Mangesh S. Patil,*
Dated: 11th August, 2015. Registrar General.

Resolution No. A. 3902/G/2015/3281

Read: 1) Letter No. DSC/HC/117/2015/7965 dated 13th August, 2015 received from the Principal District & Sessions Judge, North Goa, Panaji, regarding deputation to the Court of Civil Judge, Junior Division & J.M.F.C. at Pernem.

Resolution: The Honourable High Court is pleased to depute the Presiding Officer of the Court of Civil Judge,

Junior Division and Judicial Magistrate First Class, "F" Court, Mapusa, District Panaji, to the Court of Pernem, twice in a week until further orders.

High Court, Bombay, *Mangesh S. Patil,*
Dated: 26th August, 2015. Registrar General.

◆◆◆
Department of Official Language
Directorate of Official Language

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Order

No. 1/60/2013/DOL/GPSC-ADK/751

On recommendation of Departmental Promotion Committee, as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/49(1)/2015/

/1181 dated 21-08-2015, the Governor of Goa, is pleased to promote Shri Anil H. Sawant to the post of Assistant Director (Konkani) (Group "B", Gazetted) on regular basis with immediate effect in the Directorate of Official Language, Panaji, in the pay scale of Rs. 9,300-34,800+ GP 4,600/-.

He will draw his pay and allowances from the Budget Head 2070—Other Administrative Services; 00—; 119—Official Language; 01—Department of Official Language (Non-Plan); 01—Salaries.

He shall exercise his option for pay fixation within a month from the date of issue of this order.

By order and in the name of the Governor of Goa.

Dr. *Prakash Vazrikar*, Director & ex officio Jt. Secretary (Official Language).

Panaji, 08th September, 2015.

◆◆◆
Department of Panchayati Raj and Community Development

Directorate of Panchayats

—
Notification

No. 19/35/BYE-ELECTION/15-16/6924

In pursuance of sub-section (8) of Section 7 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994), read with Rule 58 of the Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996, it is hereby notified for the information of the public that the persons specified in column No. 3 of the Schedule appended hereto have been duly elected as member of the Panchayat mentioned in the corresponding entry in column No. 2 from the ward shown against the name in column No. 4 of the said schedule in the bye-election held on 06-09-2015.

SCHEDULE

Sr. No.	Name of the Village Panchayat/Block	Name and address of the the elected member	Ward No. Reservation
1	2	3	4
1.	Verem-Vaghurme, Ponda-Goa	Shri Shrikant Anant Shet, Verekar, R/o H. No. 331, Dessaiwada, Madhalawada, Savoi-Verem, Ponda-Goa	IV (Unreserved).
2.	Tivrem-Orgao, Ponda-Goa	Shri Umesh Pandurang Naik, Gaokar, R/o Zarchawada, Tivrem-Marcela-Goa	III (Unreserved).
3.	Pale-Cothambi, Bicholim-Goa	Shri Mangesh Ladu Gauns, R/o H. No. 36, Navarwada, Pale, Bicholim-Goa	V (Unreserved).
4.	Latambarcem, Bicholim-Goa	Shri Baban Keshav Chari, R/o H. No. 12, Dodamarg, Latambarcem, Bicholim-Goa	I (Reserved for OBC).
5.	Pirna, Bardez-Goa	Shri Devanand Deena Naik, R/o H. No. 66/B, Thorli, Chandai, Pirna, Bardez-Goa	I (Unreserved).

1	2	3	4
6.	Sanvordem, Sanguem-Goa	Smt. Jayashri Pundalik Bhandari, R/o H. No. 344, Bagawada, Sanvordem, Sanguem-Goa	VII (Reserved for women).
7.	Sancoale, Mormugao-Goa	Shri Rangappa Bhimappa, Kamal, R/o, H. No. 264-2, Behind Welcome Hotel, Sancoale-Goa	VIII Unreserved).

By order and in the name of the Governor of Goa.

Gurudas P. Pilarnekar, Director & ex officio Joint Secretary (Panchayats).

Panaji, 30th September, 2015.

Department of Public Health

Order

No. 13/25/2002-I/PHD/1239

On the recommendation of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/56(2)/07/1165 dated 20-08-2015, Government is pleased to promote Smt. Sushmita D'Souza, Assistant Chemist (Drugs) in the Directorate of Food & Drugs Administration, Bambolim to the post of Chemist (Drugs) (Group "B", Non-Gazetted) in the pay scale of PB—2 Rs. 9,300-34,800 plus Rs. 4,200/- Grade Pay on regular basis with immediate effect.

The above Officer shall be on probation for a period of two years.

The promotion of the above Officer is against the vacancy occurred due to the promotion of Shri Chandrakant Kambli to the post of Junior Scientific Officer in the Directorate of Food and Drugs Administration.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health-II).

Porvorim, 4th September, 2015.

Order

No. 4/14/2003-II/PHD/Vol. III/1365

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(18)/2007/1180 dated 21-08-2015, the Government is pleased to declare satisfactorily completion of probation period as well as confirmation of the following officers in the

Department of Forensic Medicine in Goa Medical College in the posts shown against their names with effect from the date of completion of probation period, as under:-

Sr. No.	Name of officers	Date of probation period completed	Post to which probation period completed and confirmed
1.	Dr. Ankush Balasaheb Patil	23-12-2011 to 22-12-2013	Assistant Lecturer.
2.	Dr. Chetan Lavu Karekar	23-12-2011 to 22-12-2013	Assistant Lecturer.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).
Porvorim, 8th September, 2015.

Order

No. 4/14/2003-II/PHD/Vol. XVI/1366

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(2)/2011/1179 dated 21-08-2015, the Government is pleased to declare Dr. Kavita Utkarsh Betodkar, Resident Pathologist, Department of Pathology, Goa Medical College as having satisfactorily completed her probation period of two years from 01-03-2013 to 28-02-2015, and to confirm her in the post of Resident Pathologist in the Department of Pathology in Goa Medical College, Bambolim, with effect from the date of her completion of probation period.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).
Porvorim, 8th September, 2015.

Order

No. 5/31/2010-II/PHD/1377

Read: Order No. 5/31/2010-II/PHD dated 29-12-2014.

In partial modification to the Government Order read at preamble, the following Officer is appointed as Public Information Officer and Assistant Public Information Officer for the section indicated against each of them:-

Designation of the officer appointed as FAA	Designation of the officer appointed as PIO	Designation of the officer appointed as APIO	Department/Section
Dean	Joint Director of Accounts, Goa Medical College	Assistant Accounts Officer (Purchase)	Purchase

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 10th September, 2015.

Order

No. 4/16/2002-II/PHD/Vol. I/1400

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(5)/2014/1177 dated 21-08-2015, Government is pleased to promote Dr. Ajit Nagarsenkar, Assistant Professor in Obstetrics & Gynaecology to the post of Associate Professor in the Department of Obstetrics & Gynaecology in Goa Medical College and Hospital, Bambolim on regular basis in the Pay Band—3, Rs. 15,600-39,100 with Grade Pay of Rs. 6,600/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to creation of one post of Associate Professor in the Department of Obstetrics & Gynaecology in Goa Medical College vide Order No. 4/4/2010-II/PHD (Part-I) dated 16-03-2015.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 14th September, 2015.

Notification

No. 9/11/88-III/PHD(Vol.II)/1383

Read: Notification No. 9/11/88-III/PHD(Vol.II) dated 09-05-2014.

In the Government Notification cited at preamble the name of invitee appearing at Sr. No. 8 “Dr. V. N. Jindal, Director/Dean” shall be replaced to read as under:-

8. Dr. Pradeep G. Naik, Director/Dean Invitees.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 9th September, 2015.

Certificate

No. 45/5/2009-I/PHD/1173

Read:1) Memorandum No. 45/5/2009-I/PHD dated 04-06-2015.

2) Government order No. 45/5/2009-I/PHD dated 17-08-2015.

Certified that the character and antecedents of Dr. Manasi Amar Prabhudesai, Senior Ophthalmic Surgeon (Group ‘A’, Gazetted) under Directorate of Health Services has been verified by the District Magistrate, North Goa, Margao vide letter No. 2-11-2013-MAC/VCA/3437 dated 19-08-2015 and it is revealed that there is nothing adverse reported against her.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 27th August, 2015.

Department of Public Works

Office of the Principal Chief Engineer

Order

No. 64/5/2015/PCE-PWD-ADM(II)/173

Consequent upon repatriation of Shri Suhas S. Nagvenkar, Executive Engineer (Civil) of this Department from the District Rural Development Agency, South Goa, Margao, Government is pleased to post him as Surveyor of Works in Circle Office V (PHE), PWD, Altinho, Panaji, in the existing vacancy, with effect from 01-09-2015 (b. n.).

Shri Nagvenkar, Executive Engineer (Civil) has reported to this Department on 01-09-2015 (b.n.) and awaiting posting.

By order and in the name of the Governor of Goa.

D. J. S. Borker, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 15th September, 2015.

Department of Town and Country Planning

Office of the Chief Town Planner

—
Order

No. 17/01/TC-UD/TCP/2015/3952

In partial modification of the orders issued earlier, the Government is pleased to transfer the following Officers of the Town & Country Planning Department, in public interest, with immediate effect as per the postings indicated below:

Sr. No.	Name of Officer & Designation	Officer presently posted at	Place of new posting
1.	Shri Vinod Kumar, Chandra, Town Planner	Member Secretary, South Goa, PDA, Margao	North Goa District Office, Mapusa.
2.	Shri K. Ashok Kumar, Dy. Town Planner	North Goa District Office, Mapusa	Member Secretary, South Goa PDA, Margao.
3.	Shri Ritesh R. Shirodkar, Dy. Town Planner	Ponda Taluka Office, Ponda/Member Secretary, 37B Committee, IDC, Panaji (additional charge)	Headquarters, Panaji.
4.	Shri Prakash P. Bandodkar, Dy. Town Planner	South Goa District Office, Margao	Member Secretary, 37B Committee, IDC, Panaji (on deputation).
5.	Shri Sandip P. Surlakar, Dy. Town Planner	Canacona Taluka Office, Canacona	Ponda Taluka Office, Ponda.
6.	Shri Mangurish N. Verenkar, Dy. Town Planner	Quepem Taluka Office, Quepem	Quepem Taluka Office, Quepem/Canacona Taluka Office, Canacona (additional charge).

The officers are hereby directed to join their new posting with immediate effect without availing the joining time. For the officers at Sr. Nos. 2, 4 & 5 the respective Senior Town Planners shall issue relieving orders on 23-09-2015 (afternoon).

This is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

Dr. S. T. Puttaraju, Chief Town Planner/ex officio Jt. Secretary.

Panaji, 23rd September, 2015.



Department of Transport

Directorate of Transport

—
Order

No. D.Tpt/EST/285-III/2015/3100

On the recommendation of the Goa Public Service Commission, Panaji vide letter No. COM/II/12/49(1)/2006/1166 dated 20-08-2015, the following Officers are hereby discharged from the probation period of 02 years as Assistant Directors

of Transport with effect from the dates mentioned against their names.

Sr. No.	Name & Designation of the Officer	Date of Joining in regular service as Assistant Director of Transport	Date of completion of probation period
1	2	3	4
1.	Shri Kishor Lotlikar, Assistant Director of Transport	14-12-2012	13-12-2014

1	2	3	4
2.	Shri Guirish S. Dalvi, Assistant Director of Transport	14-12-2012	13-12-2014
3.	Shri Abhay S. Naik, Assistant Director of Transport	14-12-2012	13-12-2014
4.	Shri Balchandra A. Sawant, Assistant Director of Transport	14-12-2012	13-12-2014
5.	Shri Sandeep B. Dessai, Assistant Director of Transport	14-12-2012	13-12-2014

By order and in the name of the Governor
of Goa.

Arun L. Desai, Director & ex officio Addl.
Secretary (Transport).

Panaji, 7th September, 2015.



Department of Women & Child
Development
Directorate of Women & Child Development

Notification

No. 2-107(92)-2013/DW&CD/1728

As per the Integrated Child Development Scheme Guidelines 2014-2015, the State Adoption Advisory Committee is constituted to promote, implement, supervise and monitor non institutional programme including sponsorship, foster care, in-country and inter-country adoption at State level. The State Adoption Advisory Committee is to work

under SARA for promotion of non institutional based rehabilitation of children in need of care and protection.

Sl. No.	Member	Designation
1.	The Secretary, Women and Child Development	Chairperson.
2.	Director, District Health Services	Member.
3.	Programme Manager SARA-Director, Women and Child Development	Member.
4.	1 each Representative of Matruchhya, Missionaries of Charity and Caritas-State Adoption Agencies	Member.
5.	Expert in field of Child Rights and Child Protection-Child Rights in Goa	Member.
6.	Legal expert-Adv. Susan Furtado	Member.
7.	Director-Childline	Member.
8.	Director, Women and Child Development	Member. Secretary.

The committee will hold office for a tenure of 03 years. The committee will hold meetings every quarter of the year.

By order and in the name of the Governor of
Goa.

Deepali Naik, Director & ex officio Jt. Secretary
(Women & Child Development)

Panaji, 11th September, 2015.

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